



HEALTH AFFAIRS

THE ASSISTANT SECRETARY OF DEFENSE

WASHINGTON, DC 20301-1200

MAR 22 2000

MEMORANDUM FOR ASSISTANT SECRETARY OF THE ARMY (M&RA)  
ASSISTANT SECRETARY OF THE NAVY (M&RA)  
ASSISTANT SECRETARY OF THE AIR FORCE (MRAI&E)

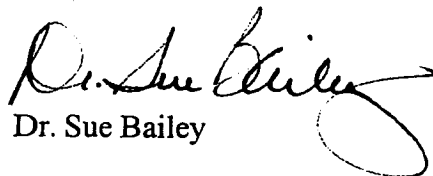
SUBJECT: Reciprocal Health Care Agreement - Guatemala

Under DoD Instruction 6015.23, this office is responsible for the negotiation and conclusion of military health care agreements with foreign nations.

The expiration date of the reciprocal military health care agreement between the United States and Guatemala is extended to April 24, 2003. This extension should be reflected in appropriate directives of your Department.

A copy of the agreement to extend is attached.

Point of contact for this matter is Mr. Cox, phone (703) 681-1740.

  
Dr. Sue Bailey

Attachment:

As stated

cc:

DASG-PSA  
BUMED/MED 03  
AF/SGMA  
OGC(I&I)  
OGC(P&HP)  
OASD(ISA)(For Mil Rights)

OASD(C)(Acctg Pol)  
USDAO, Guatemala  
J4-DDMR, Joint Staff  
J5, Joint Staff  
DSCA  
USSOUTHCOM (Surgeon)

AGREEMENT  
BETWEEN  
THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA  
AND  
THE MINISTRY OF NATIONAL DEFENSE OF THE REPUBLIC OF GUATEMALA  
CONCERNING  
HEALTH CARE FOR MILITARY MEMBERS AND THEIR DEPENDENTS

Whereas, the Department of Defense of the United States of America and the Ministry of National Defense of Guatemala, hereinafter referred to as "the Parties," have agreed to consider an exchange of health care, and

Whereas, the laws and regulations of the United States provide that inpatient medical care in Department of Defense medical treatment facilities in the United States may be furnished without cost to foreign force members and their accompanying dependents in the United States; provided, that the foreign force member's Government makes available comparable care for a comparable number of United States force members and their dependents in its country, and

Whereas, the Parties have determined that appropriate conditions exist to assure that comparable care to comparable numbers will be made available by each Party,

Now, therefore, the Parties agree as follows:

SECTION I  
GENERAL

1. In the implementation and administration of this Agreement, the Representative of the Department of Defense of the United States shall be the Assistant Secretary of Defense for Health Affairs, and the Representative of the Ministry of National Defense of Guatemala shall be the Minister of National Defense.

2. This Agreement applies to military members, and their dependents, of the United States and Guatemala who are in each other's country at the official invitation of the receiving Government, or who are in each other's country as crew of visiting military aircraft or military vessels which land at each other's military airfields or dock in each other's ports on official military business.

3. Requirements for identification and proof of eligibility by persons requesting health care under this Agreement shall be as prescribed by the Party furnishing the care.

4. The Military Departments of the United States Department

of Defense have agreed to make available the health care specified in this Agreement, subject to their regulations and the availability of funds.

5. Definitions.

a. Dependents. The term "dependents" is defined to include the following:

- Spouse. A person who, based on the laws of the military member's country, is considered to be the lawful wife or husband of the military member.

- Dependent child. The child of a military member who depends on the military member for support, as defined by the regulations of the Party receiving the care.

b. Subsistence surcharge. A charge for meals consumed in a Department of Defense military treatment facility.

SECTION II

HEALTH CARE TO BE MADE AVAILABLE BY THE UNITED STATES

The Department of Defense of the United States shall make available in its military treatment facilities in the United States:

a. For Guatemalan military members covered by this agreement, outpatient and inpatient care in Department of Defense medical and dental treatment facilities, without cost (except for a subsistence surcharge, if applicable).

b. For dependents accompanying those military members:

- Outpatient and inpatient medical care in Department of Defense medical facilities, without cost (except for a subsistence surcharge, if applicable), and

- Dental care in Department of Defense medical and dental facilities, without cost, to the same extent that such care is made available in military facilities within the United States to dependents of United States military members.

SECTION III

HEALTH CARE TO BE MADE AVAILABLE BY GUATEMALA

The Ministry of National Defense of the Government of Guatemala shall make available, for United States military members covered by this Agreement, and their accompanying dependents, outpatient and inpatient medical and dental care in

Ministry of National Defense medical and dental facilities,  
without cost.

#### SECTION IV DISPUTE RESOLUTION

1. Questions relating to interpretation of the provisions of this Agreement, or implementation of this Agreement, shall be referred for mutual resolution to both of the Representatives of the Parties.

2. No disputes or disagreements concerning this Agreement or its termination shall be referred to third parties or international tribunals for review, resolution, or settlement.

#### SECTION V TERMS

1. This Agreement may be amended by mutual agreement, by an exchange of letters between the Representatives of the Parties.

2. This agreement shall enter into force ninety days after the date of last signature and shall remain in force for three years, unless terminated by the Representative of either Party by giving at least ninety days written notice to the Representative of the other Party.

For the Department of Defense  
of the United States of America:

For the Ministry of National  
Defense of the Republic of  
Guatemala:

✓ Edward D. Martin  
Assistant Secretary of  
Defense for Health Affairs

✓ [Signature]  
Minister of National Defense

Signed at Washington, DC  
January 24 , 1994

Signed at Washington, DC  
January 24 , 1994